

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b> 1   13	
<b>2. AMENDMENT/MODIFICATION NO.</b>  0007		<b>3. EFFECTIVE DATE</b>  JULY 18, 2003		<b>4. REQUISITION/PURCHASE REQ. NO.</b>  N/A		<b>5. PROJECT NO. (If applicable)</b>
<b>6. ISSUED BY</b>  DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN HWY, SUITE 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL-L. LAMM/DESC-PLB PHONE- (703)-767-9532			<b>CODE</b>  SPO600  FAX 703-767-8506  P.P. 1.99C	<b>7. ADMINISTERED BY (If other than Item 6)</b>  SCO600		
<b>8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)</b>          BIDDER CODE: CAGE CODE:				<b>9a. AMENDMENT OF SOLICITATION NO.</b> SP0600-03-R-0122		
				X <b>9b. DATED (SEE ITEM 11)</b> 23 MAY 2003		
				<b>10a. MODIFICATION OF CONTRACT/ORDER NO.</b>		
				<b>10b. DATED (SEE ITEM 13)</b>		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___1___ copies of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. <b>IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.						
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> SP0600-03-R-0122 1.99C --SEE ENCLOSED PAGES--						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>				<b>16A. NAME OF CONTRACTING OFFICER</b>		
<b>15B. NAME OF CONTRACTOR/OFFEROR</b>		<b>15C. DATE SIGNED</b>		<b>16B. UNITED STATES OF AMERICA</b>		<b>16C. DATE SIGNED</b>
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		

SF30

1. This is Amendment 0007 to Synopsis/Solicitation SP0600-03-R-0122. All offerors must acknowledge receipt of this amendment by completing Block 8 above and signing and dating Blocks 15A, 15B, and 15C and submitting to DESC-PLB via facsimile 703-767-8506. The closing date for receipt of offers is **not** extended and remains at 22 July 2003 at 3:00 PM Fort Belvoir VA time per Amendment 0006.

2. Amendments 0001 through 0005 are amended as reflected below:

a. Amendment 0001: Block 9a is corrected to read SP0600-03-R-0122. Block 9b is corrected to read May 23, 2003. Block 11 is corrected to read “is extended” Block 14 is corrected to read is extended to 08 June 2003.

b. Amendment 0002: Block 9b is corrected to read May 23, 2003. Block 11 is corrected to read “is extended”. Block 14 is corrected to read “is extended” to 13 June 2003”.

c. Amendment 0003: Block 9b is corrected to read May 23, 2003. Block 11 is corrected to read “is extended”. Block 14 is corrected to read “is extended to 27 June 2003”

d. Amendment 0004: Block 9b is corrected to read May 23, 2003. Block 3 is corrected to read 25 June 03. Block 11 is corrected to read “The closing date for receipt of offers under Line Item 101-03 is extended to 10 July 2003.

e. Amendment 0005: Block 14, Paragraph 1 is corrected to read “is hereby extended to 15 July 2003.”

3. Clause B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA)(DESC MAY 1996 is added to the solicitation in full text.

**B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>ESTIMATED QUANTITY</u>
101	APIAY CU, USAF, GOMEZ NINO AIR BASE COLUMBIA DELIVERY DODAAC: W81X8U BILLING DODAAC: W81X8U ORDERING OFFICE: 011-578-699-8210	800,000
101-03	JET FUEL, AVIATION (JA1) TANK TRUCK (TT), W/A 3 INCH MALE KAMLOCK COUPLING IS REQUIRED FOR FUEL TRANSFER OPERATIONS. INTO 1/130,000 GALLON TANK 2/43,000 GALLON TANK 1/27,000 GALLON TANK MAXIMUM DELIVERY: 8,500 GALLONS DELIVERY REQUIRED ON A 24.7/365 BASIS CONTRACTOR MUST BE ABLE TO RESPOND TO <u>EMERGENCY RESUPPLY ORDER</u> REQUEST WITHIN 24 HOURS OF REQUEST. NOTE 1. APPROXIMATELY 20,000 U.S. GALLONS REQUIRED EVERY 15 DAYS. NOTE 2. SUPPLIER MUST DELIVER PRODUCT ONTO A COLUMBIAN MILITARY INSTALLATION AT APIAY, COLUMBIA.	

NOTES:

A. TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES:  
Unless otherwise stated in the offer, free time will be unlimited.

B. The ordering period is Date of Award through 31 May 2005. The Delivery Period is 48 hours after the beginning of the ordering period through 30 days after the end of the ordering period.

4. The following clauses are hereby deleted from Solicitation SP0600-03-R-0122:

B19.02 ECONOMIC PRICE ADJUSTMENTS (OVERSEAS)(DESC AUG 2000)

E35 NONCONFORMING SUPPLIES & SERVICES (DESC JUL 2002)

E22 LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS  
(DESC JAN 03)

11.03-1 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FEB 2002)

1115 CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT (APR 1984)

5. The following clauses are hereby added to Solicitation SP0600-03-R-0122 in full text:

**B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC MAR 2003)**

**E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)**

**E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC MAY 2003)**

**11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (NON-PORTS INTERNET APPLICATION) (DESC SEP 2002)**

**F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)**

6. Offerors are required to complete all certifications in the Offeror Submission Policy (OSP) and submit With its offer. The OSP may be Downloaded from DESC's Homepage at <http://www.desc.dla.mil>.

7. Standard Form 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS AND PRICE DATA SHEET are hereby added to the OFFEROR SUBMISSION PACKAGE and must be submitted with any offer.

**ATTACHMENTS:**

**B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC MAR 2003)**

(a) **WARRANTIES.** The Contractor warrants that--

- (1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and
- (2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this contract.

(b) **DEFINITIONS.** As used throughout this clause, the term--

- (1) **Award price** means the unit price set forth opposite the item in the Schedule.
- (2) **Reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.
- (3) **Independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as that published by the Bureau of Labor Statistics
- (4) **Established price** means one that is an established catalog or market price for a commercial item as defined in FAR 2.101, Definitions.
- (5) **Date of delivery** means--
  - (i) **FOR TANKER OR BARGE DELIVERIES.**
    - (A) **F.O.B. ORIGIN.** The date and time vessel commences loading;
    - (B) **F.O.B. DESTINATION.** The date and time vessel commences discharging;
  - (ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point; and
  - (iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

## B19.02 CONT'D

(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount, determined according to the following formula, that the reference price shall have increased or decreased, to and including the date of delivery.

(1) The amount of increase or decrease in the award price shall be--

**(Buyer - Check appropriate box and complete applicable blanks.)**

The same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

The number of cents, or fraction thereof, determined by the ratio of \$\_\_\_\_\_ per gallon for each \$\_\_\_\_\_ per barrel that the reference price increases or decreases.

The number of cents, or fraction thereof, at the rate of \$\_\_\_\_\_ per gallon for each \$\_\_\_\_\_ per barrel that the reference price increases or decreases.

(2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is--

(i) The low price published in \_\_\_\_\_  
(name of publication)

(ii) The average of the prices published in PLATTS OIL GRAM PRICE REPORT  
(name of publication)

(iii) The established price posted by \_\_\_\_\_  
(name of company)

and published in \_\_\_\_\_  
(name of publication)

(3) **COMMERCIAL.** For price adjustments utilizing **commercial** publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's preselected reference price that is published as dated in the Table below. An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

(4) **NONCOMMERCIAL (NOTIFICATION).** For price adjustments utilizing a reference price indicator **other than commercial** publications such as Platt's Oilgram, the Contractor shall notify the **CONTRACTING OFFICER** of any changes in the reference price in writing within 15 calendar days from the date thereof.

(i) **INCREASES.** Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

(ii) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the reference price, within the allotted 15 day period, such decrease shall apply to all deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(5) Where the reference price is an established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) **MODIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC**.

(e) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Excusable Delays and Termination for Cause paragraphs of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of the this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(f) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

B19.02 CONT'D

(2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(g) **REVISION OF REFERENCE PRICE INDICATOR.** In the event—

- (1) Any applicable reference price is discontinued or its method of derivation is altered substantially;
- (2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;
- (3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices; or

(4) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions— the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(h) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS clause, apply unless otherwise specified in the Schedule.

(i) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(j) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(k) **TABLE.**

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/ publication (identify by number from (c)(2) above)	If company - name of product; If publication - heading under which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	Reference price as of <u>19 MAY 03</u> (date) (exclude all taxes	Maximum price payable under this contract (includes any tax included in the award p rice

101-03 (SEE BELOW)

\*PRODUCT PRICE WILL ESCALATE/DE-ESCALATE CENT FOR CENT OR ANY FRACTION THERE OF WITH THE AVERAGE OF U.S. GULF POSTINGS FOR JET KERO 54, WATERBORNE, FIVE DAY AVERAGE, AS PUBLISHED IN PLATTS OIL GRAM PRICE REPORT. PRICE ADJUSTMENTS WILL ESCALATE/DE-ESCALATE SEMIMONTHLY AND SHALL OCCUR ON THE FIRST (1<sup>ST</sup>) AND THIRD (3<sup>RD</sup>) MONDAY OF THE MONTH. THE BASE REFERENCE PRICE UNDER THIS SOLICITATION FOR JET A-1 IS \$0.6920 effective 19 May 2003.

**E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)**

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or DSN 427-8420.

**E35.02 CONT'D**

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to require repairs or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price under the INSPECTION OF SUPPLIES – FIXED-PRICE clause or the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

- (1) Consideration commensurate with the extent of nonconforming supplies; and
- (2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

**E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC MAY 2003)**

The following lists shall be used to identify the Government inspection office assigned inspection responsibility for DESC contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, missile fuels (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office by office code is provided in paragraph (c).

**(a) AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES (CONUS):**

Alabama	110	Maine	110	Oklahoma	110
Arizona	110	Maryland	110	Oregon	120
Arkansas	110	Massachusetts	110	Pennsylvania	110
California	120	Michigan	110	Rhode Island	110
Colorado	120	Minnesota	110	South Carolina	110
Connecticut	110	Mississippi	110	South Dakota	110
Delaware	110	Missouri	110	Tennessee	110
District of Columbia	110	Montana	120	Texas	110
Florida	110	Nebraska	110	Utah	120
Georgia	110	Nevada	120	Vermont	110
Idaho	120	New Hampshire	110	Virginia	110
Illinois	110	New Jersey	110	Washington	120
Indiana	110	New Mexico	120	West Virginia	110
Iowa	110	New York	110	Wisconsin	110
Kansas	110	North Carolina	110	Wyoming	120
Kentucky	110	North Dakota	110		
Louisiana	110	Ohio	110		

**EXCEPTIONS:**

- (1) The El Paso, Texas, area is assigned to Code 120 (DESC Americas – West).
- (2) The Newcastle, Wyoming, area is assigned to Code 110 (DESC Americas – East).

**E22.02 CONT'D**

**(b) AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)  
 (INCLUDING ALASKA AND HAWAII):**

Afghanistan	400	Djibouti	400	Kyrgyzstan	400	Russia	200
Africa	200 <sup>2</sup>	Egypt	400	Laos	350 <sup>1</sup>	Saudi Arabia	400
Alaska	320	Eritrea	400	Lebanon	200	Seychelles Is.	400
Antarctica	310	Ethiopia	400	Madagascar	200	Singapore	350 <sup>1</sup>
Armenia	200	Europe (Continental)	200	Malaysia	350 <sup>1</sup>	Somalia	400
Ascension Island	111	Georgia	200	Maldives	350 <sup>1</sup>	South America	111
Australia	350 <sup>1</sup>	Greenland	200	Malta	200	Sri Lanka	350 <sup>1</sup>
Azerbaijan	200	Hawaiian Islands	310	Mauritius	200	Sudan	400
Azores	200	Hong Kong	330	Mexico	111	Syria	200
Bahrain	400	Iceland	200	Midway Island	310	Taiwan	350 <sup>1</sup>
Bangladesh	350 <sup>1</sup>	India	350 <sup>1</sup>	Mongolia	330	Tajikistan	400
Bermuda	111	Indonesia	350 <sup>1</sup>	Myanmar	350 <sup>1</sup>	Thailand	350 <sup>1</sup>
Bhutan	350 <sup>1</sup>	Ireland	200	Nepal	350 <sup>1</sup>	Turkey	200
Brunei	350 <sup>1</sup>	Iraq	400	New Zealand	350 <sup>1</sup>	Turkmenistan	400
Cambodia	350 <sup>1</sup>	Israel	200	Oman	400	United Arab Emirates	400
Canada	120	Japan	340	Pacific Islands (Central & South)	310	United Kingdom	200
Canary Island	200	Johnston Atoll	310	Pakistan	400	Uzbekistan	400
Caribbean Islands	111	Jordan	400	Papua New Guinea	310	Vietnam	350 <sup>1</sup>
Central America	111	Kazakhstan	400	Papua New Guinea	310	Wake Island	310
Chagos Archipelago	300	Kenya	400	Philippines	350 <sup>1</sup>	Yemen	400
Comoros	200	Korea	330	Qatar	400		
Cyprus	200	Kuwait	400	Ryukus Islands, Japan	340		

<sup>[1]</sup> A copy of all documentation related to the inspection of product shipments by DESC Singapore should also be sent to Code 300, DESC Pacific.

<sup>[2]</sup> Except for those countries specifically assigned to DESC Middle East in the above list, all other countries in Africa fall under DESC Europe.

**(c) INSPECTION OFFICES AND CODES.**

- 110. DESC Americas -- East  
 Federal Building, Room 1005  
 2320 LaBranch Street  
 Houston, TX 77004-1091  
 Phone: (713) 718-3883  
 FAX: (713) 718-3891
  
- 111. DESC Homestead  
 360 Coral Sea Blvd.  
 Homestead AFB, FL 33039-1299  
 Phone: (305) 258-7454/55/56  
 FAX: (305) 258-7761
  
- 120. DESC Americas -- West  
 3171 N Gaffey Street  
 San Pedro, CA 90731-1099  
 Phone: (310) 900-6960  
 FAX: (310) 900-6973
  
- 200. DESC Europe  
 ATTN: Quality Manager  
 CMR 443, Box 5000  
 APO AE 09096-5000  
 [Location: Wiesbaden, Germany]  
 Phone: 49-611-380-7413/7541<sup>3</sup>  
 FAX: 49-611-380-7406<sup>3</sup>

**E22.02 CONT'D**

- 300. DESC Pacific  
ATTN: Quality Manager  
Building 11  
Camp H M Smith, HI 96861  
Phone: (808) 477-1173  
FAX: (808) 477-5710
  
- 310. DESC Middle Pacific  
Building 11  
Camp H M Smith, HI 96861  
Phone: (808) 477-5441  
FAX: (808) 477-5710
  
- 320. DESC Alaska  
10480 22nd Street  
Elmendorf AFB, AK 99506-2500  
Phone: (907) 552-3949  
FAX: (907) 753-0517
  
- 330. DESC Korea  
Building T-383 (CP OSCAR)  
APO AP 96218-0171  
[Location: Camp Walker, Taegu, Korea]  
Phone: 82-53-470-5204<sup>3</sup>  
FAX: 82-53-470-5103<sup>3</sup>
  
- 340. DESC Japan  
Yokota Building 714, Room 211/B-18  
Unit 5266  
APO AP 96328-5266  
[Location: Yokota AB, Japan]  
Phone: 81-311-755-2673<sup>3</sup>  
FAX: 81-311-755-3598<sup>3</sup>
  
- 350. DESC Singapore  
PSC 470, Box 2700  
FPO AP 96534-2700  
Phone: 65-287-7626<sup>3</sup>  
FAX: 65-288-6540<sup>3</sup>
  
- 400. DESC Middle East  
ATTN: Quality Manager  
PSC 451, Box DESC-ME  
FPO AP 09834-2800  
[Location: Juffair, Bahrain]  
Phone: 973-724-650<sup>3</sup>  
FAX: 973-724-670<sup>3</sup>

<sup>[3]</sup> Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

**11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (NON-PORTS INTERNET APPLICATION) (DESC SEP 2002)**

**(a) INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due, as a result of performance of this contract, to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

**(c) CHANGES. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.**

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of

lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice, and
- (9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) **Electronic funds transfer (EFT) banking information.**

(i) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(ii) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration), or applicable agency procedures.

(iii) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

**11.03-3 CONT'D**

(k) **TAXES.** See Addendum 2.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)

**F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)**

(a) Ordering and Paying Officers under the contract are as indicated below:

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
101-03	MR. RUBEN VIERA USARSO-GLO MANTECH TEL #001-578-699-8210 OR 011-578-699-8882  ALT. ORDERING OFFICER MR. MICHAEL ASPROMONTI, USARSO-GLO (MANTECH) 001-578-699-8882  POINT OF CONTACT MR. JAMES LEE 787-399-2880, CELL PHONE (PUERTO RICO) 787-399-2994, COLUMBIA 011-573-242-8203	MS. VICKY HENDRICKS DIRECTORATE FINANCE & ACCOUNTING SERVICE COLUMBUS CENTER/STOCK FUND DIRECTORATE STOCK FUND DIRECTORATE FUELS ACCOUNTING & PAYMENTS DIVISION ATTN: DFAS-BVDFP/CC P.O. BOX 182317 COLUMBUS, OHIO 43218-6252  614-693-1838

**F30.01 CONT'D**

(b) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing, or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

(c) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should be contacted:

Leonard Lamm Contract Specialist Telephone Number (703)-767-9532 or Facsimile Number (703) 767-8506

E-Mail Address: Leonard.Lamm@dla.mil

Kathryn Riso, Contracting Officer Telephone Number (703) 767-9511 or Facsimile Number (703) 767-8506

E-Mail Address: Kathryn.Riso@dla.mil

(DESC 52.216-9F24)